

APPEAL-DEMOCRAT

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Affidavit of Publication

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

Counties of Yuba and Sutter

City of Wheatland

Hearing Notice

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California under the date of May 17, 1999, Case No. CV PT99-0819 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

February 26, 2010

I declare under penalty of perjury
that the foregoing is true and correct.
Executed at Marysville, California

March 5, 2010

Date:



(Signature)

This space is for the County Clerk's filing stamp.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF WHEATLAND TO CONSIDER TERMINATING CERTAIN DEVELOPMENT AGREEMENTS

March 9, 2010, 6:00 p.m.
Wheatland Community Center
101 C Street
Wheatland, California

PLEASE TAKE NOTICE that, pursuant to Government Code sections 65864 through 65869.5, Chapter 17.49 of the Wheatland Municipal Code (Ordinance No. 330), other applicable law, and sections 5.1.2 and 5.1.3 of the development agreements referenced herein, the City Council of the City of Wheatland hereby gives notice that it intends to serve as the hearing officer for consideration of each of the following:

1. Terminating the development agreement, as amended, by and between the City and Lakemont Overland Crossing, LLC ("Lakemont"), concerning the Jones Ranch subdivision as a consequence of Lakemont defaulting on that development agreement. The real property that would be affected by the termination of the Development Agreement is the property owned by Lakemont and described in the property description for the Jones Ranch subdivision, which is generally located West of Wheatland High School and South of Wheatland Road and as specified in the Lakemont Development Agreement. A copy of the Lakemont Development Agreement is available at City Hall.

2. Terminating the development agreement, as amended, by and between the City and Wheatland Heritage Oaks, LLC ("Heritage Oaks"), concerning the Heritage Oaks Estates subdivision, as a consequence of Heritage Oaks defaulting on that development agreement. The real property that would be affected by the termination of the development agreement is the property owned by Heritage Oaks and included within the property description for the Heritage Oaks Estates subdivision, which is generally located west of Highway 65 and north of the Feather River, as specified in the Heritage Oaks Development Agreement. A copy of the Heritage Oaks Development Agreement is available at City Hall.

3. Terminating those provisions of the Heritage Oaks development agreement, as amended, that were assigned to Trivest Land Company, Inc. ("Trivest") for the development of the non-residential portion of that property described in the Heritage Oaks development agreement property description, specifically lots 3, 6 and 7 of the large lot final map. The real property that would be affected by the termination of the development agreement is the property owned by Trivest and included within the property description for the Heritage Oaks Estates subdivision, which is generally located west of Highway 65 and north of the Feather River, as specified in the Heritage Oaks Development Agreement. A copy of the Heritage Oaks Development Agreement is available at City Hall.

If the City terminates the development agreements, the termination shall provide that: (1) the City retain the sewer connection charge advances; (2) the advance payment amount stays with the development land as a credit toward sewer connection charges that may be due upon future development of the property; (3) the property no longer would have long-term sewer connection rights (i.e., sewer capacity will be determined by the conditions prevailing at the time of development and application for connection); (4) if another developer in the City is ready and willing and able to utilize the sewer capacity and enter into an agreement with the City and pay the same sewer connection charge advances, then the City will collect the sewer connection charge advance payment from, and transfer the defaulting developer's sewer units to, the other developer; and (5) if the City is able to transfer the sewer units to another developer, then, upon payment of the advance by the other developer, the City will refund to the defaulting developer its sewer connection charge advance (without interest).

The City Council will review and consider evidence presented to it before and during this public hearing before deciding whether to terminate each development agreement.

STEPHEN L. WRIGHT
City Manager

February 26, 2010

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